

REMARKS

In the Office Action mailed September 26, 2008, the Examiner rejected claims 1, 3-8, 12, and 14-16 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 7,318,046 to Wellons et al. ("*Wellons*"), and rejected claims 2 and 13 under 35 U.S.C. § 103(a) as being unpatentable over *Wellons*.

I. The Rejection of Claims 1, 3-8, 12, and 14-16 under 35 U.S.C. § 102(e)

Applicant respectfully traverses the rejection of claims 1, 3-8, 12, and 14-16 under 35 U.S.C. § 102(e) as being anticipated by *Wellons*. A proper anticipation rejection requires that "each and every element set forth in the claim be found, either expressly or inherently described, in a single prior art reference." M.P.E.P. § 2131. (emphasis added). In addition, "[t]he elements must be arranged as required by the claim" *Id.* (emphasis added). Applicant respectfully submits that *Wellons* fails to disclose all of the subject matter recited in each of the independent claim 1 and 14-16, and also fails to disclose the elements as arranged in the claims.

For example, *Wellons* fails to disclose, *inter alia*, "a credit card account with an initial balance based on the delinquent account balance" as recited in amended independent claim 1 (emphasis added), and similar recitations in amended independent claims 14-16.

Wellons discloses a "computer-based promise option advisory module" that receives account data and calculates and displays "promise options" (*Wellons*, abstract). A user of *Wellons*' system can accept one of the displayed promise options, such as a single promise, long-term promise, or a deferred payment arrangement promise, and the accepted option may be applied to a collections customer (*Wellons*,

abstract, col. 5, lines 17-25). As an alternative to selecting one of *Wellons*' displayed promise options, the user can choose another arrangement to settle the account, such as providing debit card information and an amount to put on the debit card (See *Wellons*, col. 17, lines 29-40 and FIG. 11, step S62.)

However, while *Wellons* discloses using a debit card to satisfy an account, *Wellons* does not disclose that the initial balance on the debit card is based the balance of the account being settled. Rather, *Wellons* simply discloses that a collections customer with an existing debit card can be asked to use the debit card to settle the account, rather than entering into a repayment arrangement using one of the promise options. Therefore, *Wellons* does not teach or suggest "a credit card account with an initial balance based on the delinquent account balance" as recited by independent claim 1 (emphasis added).

Accordingly, for at least the above-outlined reasons, *Wellons* fails to disclose all of the subject matter and the arrangement of the subject matter recited in Applicant's amended independent claim 1. Therefore, the rejection of independent claim 1 under 35 U.S.C. § 102(b) is legally deficient and should be withdrawn, and the claim should be allowed.

Independent claims 14-16, although of different scope, include recitations that are similar to those discussed above with respect to independent claim 1. Thus, for at least the same reasons as discussed in connection with independent claim 1, *Wellons* fails to disclose all of the subject matter and the arrangement of the subject matter recited in Applicant's amended independent claims 14-16. Therefore, the rejection of

independent claims 14-16 under 35 U.S.C. § 102(b) is legally deficient and should be withdrawn, and the claims should be allowed.

Claims 3-12 depend from amended independent claim 1. For at least the same reasons as set forth above in connection with their corresponding amended independent claims, the rejection of claims 3-12 under 35 U.S.C. § 102(e) is legally deficient, should be withdrawn, and the claims should be allowed. Dependent claims 3-12 are also allowable by virtue of reciting additional subject matter not taught or suggested by the cited references.

II. The Rejection of Claims 2 and 13 Under 35 U.S.C. § 103(a)

Applicant respectfully traverses the rejection of claims 2 and 13 under 35 U.S.C. § 103(a) as being unpatentable over *Wellons* because a *prima facie* case of obviousness has not been established.

The key to supporting any rejection under 35 U.S.C. § 103(a) is the clear articulation of the reasons why the claimed invention would have been obvious. Such an analysis should be made explicit and cannot be premised upon mere conclusory statements. See M.P.E.P. § 2141, 8th Ed., Rev. 6 (Sept. 2007). “A conclusion of obviousness requires that the reference(s) relied upon be enabling in that it put the public in possession of the claimed invention.” M.P.E.P. § 2145. Furthermore, “[t]he mere fact that references can be combined or modified does not render the resultant combination obvious unless the results would have been predictable to one of ordinary skill in the art” at the time the invention was made. M.P.E.P. § 2143.01(III) (internal citations omitted). In addition, when “determining the differences between the prior art and the claims, the question under 35 U.S.C. § 103 is not whether the differences

themselves would have been obvious, but whether the claimed invention as a whole would have been obvious.” M.P.E.P. § 2141.02(I) (internal citations omitted) (emphasis in original).

Claims 2 and 13 depend from amended independent claim 1. As discussed above, a *prima facie* case of obviousness has not been established because, among other things, *Wellons* does not teach or suggest the recitations of amended independent claims 1. For example, *Wellons* fails to disclose or suggest, *inter alia*, “a credit card account with an initial balance based on the delinquent account balance” as recited in amended independent claim 1 (emphasis added). Moreover, the Examiner’s Official Notice, as described in the Office Action, fails to cure the deficiencies of *Wellons*.

III. Conclusion

In view of the foregoing amendments and remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of pending claims 1-16.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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Dated: January 23, 2009

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